

REMARKS

In the Final Office action mailed on October 18, 2006, the Examiner considered claims 1-3 and 5-21. Claims 1, 3, 7, 8, 10, 12, 14-16, and 18-20 were rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Application Publication No. US2002/0116228 (“Bauer”) in view of U.S. Patent No. U.S. 6,922,720 (“Cianciarulo”). Claims 2, 5, 6, 9, 11, 13, 17, and 21 were rejected under 35 U.S.C. § 103(a) as being unpatentable over Bauer and Cianciarulo further in view of U.S. Patent No. 4,831,526 (“Luchs”).

Applicant respectfully submits the present Amendment and Response, in which claims 1, 15, 18, and 19 have been amended to further clarify the subject matter claimed. Applicant respectfully submits that no new matter has been introduced by the present Amendment and Response. Support for this amendment can be found at, for example, paragraph numbers [0003], [0004], [0005], [0006], [0011], [0013], and [0043] of the present application.

In view of the amendments to the claims together with the following remarks, Applicant respectfully requests reconsideration and withdrawal of all grounds of rejection.

35 U.S.C. § 103(a) Rejection of Claims 1, 3, 7, 8, 10, 12, 14-16, and 18-20

Applicant’s independent claims 1, 15, and 19 have been amended to recite a menu including a plurality of available insurance coverages, each of the plurality of insurance coverages covering a plurality of business transactions conducted online.

For a rejection under 35 U.S.C. § 103(a) to be proper, one or more references must teach or suggest every element as arranged in Applicant’s claims. When more than one reference is used to support the rejection, there must be some teaching, suggestion, or motivation to a person of ordinary skill in the art to combine the references in the manner claimed and without impermissible hindsight.

Without conceding the correctness of the Office Action that a teaching, suggestion, or motivation exists to combine Bauer and Cianciarulo without impermissible hindsight or without Applicant’s claim as a guide, Applicant respectfully submits that neither Bauer nor Cianciarulo, either alone or in combination, teach or suggest every element of Applicant’s independent claims as amended. Neither Bauer nor Cianciarulo teach or suggest at least a menu including a plurality

of available insurance coverages, each of the plurality of insurance coverages covering a plurality of business transactions conducted online, and Applicant's independent claims are allowable for at least this reason.

The system of Bauer relates to on-line provision of automobile insurance, for example, of the type offered by Progressive Casualty Insurance Company. See ¶ [0094]. The system of Bauer appears to be directed to a system whereby purchasers of automobile insurance who had previously purchased an insurance policy from Progressive are able to make changes, either real or hypothetical, to the insurance policy. Bauer in no way teaches or suggests providing insurance for business activities conducted on the internet. Moreover, Bauer fails to teach or suggest a menu including a plurality of available insurance coverages for covering a plurality of business transactions conducted online. Bauer relates to insurance coverage for reducing liability of automobile accidents.

The system of Cianciarulo fails to cure the defects of Bauer. Neither Cianciarulo nor Bauer, alone or in combination, teach a menu including a plurality of available insurance coverages where each of the plurality of insurance coverages covers a plurality of business transactions conducted online. The system of Cianciarulo relates to a single type of insurance coverage, namely "insuring, bonding, and underwriting a transmission of a data set, streaming data and/or document over the Internet" ("data transmission insurance"). Abstract. Thus, Cianciarulo relates to only one type of insurance coverage, namely coverage for documents or data transmitted over the Internet that are not delivered and received, and not a plurality of insurance coverages. Col. 12, ll. 26-32; Col. 13, ll. 43-50.

The Office Action cites the Abstract, Col. 1, ll. 34-52 and Col. 13, ll. 3-11 to support the proposition that Cianciarulo teaches or suggests the plurality of insurance coverages recited by Applicant's claims 1, 15, and 19. Applicant respectfully submits that the cited passages in fact refer to the applicability of Cianciarulo's data transmission insurance to various industries, including financial and legal services. For example, Col. 1, ll. 34-43 is below:

In the field of on-line Internet transactions a multitude of manufacturing, retail, service companies including financial and legal service industries, health care organizations, municipal organizations and the like are transmitting their important

documents over electronic communication channels. These Internet users need to know not only that their transmissions are received, but additionally that these transmissions have not been mis-received, intercepted, interfered or tampered with by outside sources or unintended recipients.

Similarly, Col. 11, ll. 3-11 discusses “a marketing, product, and sales management data structure for identifying, analyzing, and tracking potential and previous product sales.” This passage describes a database of the Cianciarulo system having logic for identifying additional customers for Cianciarulo’s insurance based on previous sales of the data transmission insurance, not for providing a type of insurance in addition to data transmission insurance. Nothing in the cited passages suggests that the data transmission insurance of Cianciarulo also applies to, for example, the content of advertising and marketing business transactions conducted or coverage for professional services rendered on the internet recited by claim 1.

Cianciarulo offers a single type of insurance, namely data transmission insurance that is available under different pricing structures or pricing schemes. For example, the system of Cianciarulo can establish “a specific insurance coverage amount, by category,” such as x-rays or medical records transmission insurance at a fixed price. Col. 12, ll. 7-10; Col. 17, ll. 60-67. Alternatively, the system of Cianciarulo can “provide the optionality for a user at a remote client to select a desired insurance coverage amount.” Col. 12, ll. 11-13. However, the pricing structure does not affect or change that Cianciarulo only describes one type of insurance coverage, data transmission insurance, and not a plurality of insurance coverages for activities conducted on the internet.

Since neither Bauer nor Cianciarulo teaches or suggests a menu including a plurality of insurance coverages each covering a plurality of activities conducted on the internet, Applicant respectfully submits that Applicant’s independent claims 1, 15, and 19 are patentable in view of the combination of Bauer and Cianciarulo. Thus, Applicant respectfully requests reconsideration and withdrawal of the rejection of independent claims 1, 15, and 19 under 35 U.S.C. § 103(a).

Claims 3, 7, 8, 10, 12, 14, 16, 18, and 20 depend directly or indirectly from allowable claims 1, 15, and 19. As a result, Applicants respectfully submit that claims 3, 7, 8, 10, 12, 14, 16, 18, and 20 also recite patentable subject matter for at least the same reasons.

35 U.S.C. § 103(a) Rejection of Claims 2, 5, 6, 9, 11, 13, 17, and 21

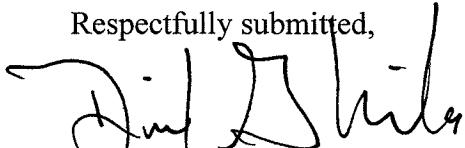
Applicant's independent claims 1, 15, and 19 have been amended to recite a menu including a plurality of available insurance coverages, each of the plurality of insurance coverages covering a plurality of business transactions conducted online. Applicant respectfully submits that independent claims 1, 15, and 19 are allowable for the reasons discussed above. Claims 2, 5, 6, 9, 11, 13, 17, and 21 all depend, directly or indirectly on independent claims 1, 15, and 19, and Applicant respectfully submits that claims 2, 5, 6, 9, 11, 13, 17, and 21 recite patentable subject matter for at least the same reasons as claims 1, 15, and 19. Thus, Applicant respectfully requests withdrawal of the rejection of these claims under 35 U.S.C. § 103(a).

CONCLUSION

Applicants respectfully submit that the claims 1-3 and 5-21 are in condition for allowance and request a notice to that effect. The Examiner is invited to contact Applicant's attorney at the number below if the Examiner believes such a call would put the claims further expedite the examination and allowance of the application.

The Commissioner is hereby authorized to charge any fee occasioned by the entry of this paper to Attorney's Deposit Account No. 50-3081.

Respectfully submitted,



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